LEGAL NOTICES – General terms and conditions of use of the Website and of the Portal

Please read these terms and conditions carefully before using this site:

1. Preliminary remarks
The website and the Portal Ulceratlante is a portal whose content is for information purposes only. Your use of the Website is governed by these Terms of Use. Users, both private and business, who browse this Website are subject to these General Terms and Conditions of Use. By accessing and browsing the Website, you agree to be bound by these General Terms and Conditions. Users who do not agree with all the general terms and conditions for the use of the portal or who fail to understand them shall not proceed to use the portal.

For the purposes of these general terms and conditions:

- the term “User” refers to any person using the services provided by the Website and by the Portal whether this person simply consults the webpages and information on it, or he/she interacts with the website by posting comments and/or by using reserved area accessible only to registered users;
- the term “Owner of the Service” uniquely refers to Labor Medical Srl, with registered office in Via Brianza 65 – 22063 Cantù, in the person of its legal representative pro tempore Stefania Marino;

The Owner of the Service reserves the right to update these terms and conditions for the use of the portal at any time, notifying the Users of the changes by publication on this Website. By accessing to the Website following the aforementioned changes you fully accept to be bound by the new Terms and Conditions for the use of the portal.

In the text set forth below there are some computer terms, commonly recognized and unambiguous, which, except where specifically provided otherwise, are assumed to be known and understood by the Users.

2. User’s obligations
The User of this website shall make sure that he/she is compliant with the basic information security devices/programs, such as, for example, antivirus, firewall etc. The User shall use this website and the services provided by the Owner of the Service ensuring that the browsing experience is carried out in full compliance with the law, public policy and morality (including the customary rules set forth in the so-called Netiquette) and pursuant to the provisions of these General Terms and Conditions.

Any User who causes harm to the Owner of the Service following any breach of these General Terms and Conditions or any violation of the law, regulations or similar acts will be required to compensate the Owner of the Service before the appropriate courts.
It is strictly prohibited for the User:

a) to disseminate any unlawful, vexatious, defamatory, offensive, threatening, obscene, indecent material or information;

b) to distribute any material that encourages conduct that would constitute a criminal offense or otherwise violates any applicable law or code of conduct;

c) to perform unauthorised access to a computer or network of computers, to interfere with any other party’s use and enjoyment of the websites, to infringe any law or regulations concerning the use of public telecommunications networks;

d) to interfere, damage or restrict networks or websites linked to the websites or connected to them;

e) to make, transmit or store electronic copies of materials owned by the Owner of the Service without prior authorization;

f) to insert links to the portal on personal or business websites without prior authorization;

3. Obligations, guarantees of the service and disclaimer of liability of the Owner of the Service

The Owner of the Service undertakes to provide the User with the usability of this Website and the services offered therein, as well as the communication tools connected to them (e.g. social networks), ensuring their implementation in so far as this is compatible with the current state of development of the information technology tools.

The services provided do not include the provision of a computer or other equipment needed to access the site. The cost of connectivity is borne by the User.

The Website is made available without the release of any warranty or specific license and the User of the website shall bear all risks derived from internet use and IT applications (hardware and software).

The Owner of the Service shall not be held responsible or liable for any damage and/or loss and/or malfunction and/or harm of any kind damaging the User’s computer, that may result from the use of the service provided, as well as for any contamination of the computer systems due to access, interconnection, downloading of material and software programs from this website (e.g. viruses or malware); hence the relevant costs of repair/restoration shall be borne by the User.

In particular the Owner of the Service shall not be responsible for:

a) incompatibility of the Website with tools, software and telecommunication links available to the User;

b) technical problems, including errors or interruption of the Website;

c) attacks and malicious activities suffered by the User when browsing (for example virus or malware);

d) any damage to the computer equipment, computer system and software programs used by the User during a browser session.

The Owner of the Service also reserves its rights to amend, add and/or delete parts of this website at any time, there being no requirement to give Users any prior notice. Furthermore the Owner reserves its rights to suspend the publication of the Website, in whole or in part, temporarily or indefinitely.

The Owner of the Service shall not be held responsible or liable for any use of this Website and of the services offered there made by the User or by third parties in violation of law, morality or public order, as well as in contrast to the provisions laid down in the current General Conditions of Use.
The Owner of the Service shall be free to use links to third parties’ websites to ensure that the services offered are available to Users. The Owner of the Service does not exercise control over these websites or over their content and it shall not be liable for their content – even if illegal or harmful - directly or indirectly linked.

The provider of the webpages linked into this website only shall be held responsible for any illegal, incorrect or incomplete content of said webpages, in particular, for any damage arising from the use or non-use of the information contained in them. Conversely, the Owner of the Service shall not be held responsible or liable, as it is merely limited to providing a link to another website from its Internet site.

Access to the Website may be subject to temporary interruptions for repair, maintenance or introduction of new tools and services. The Owner of the Service shall be responsible for restoring the service in the shortest time.

4. **Data protection and Cookies policy**

The personal data provided by Users will be processed in accordance with the provisions of the Italian Legislative Decree No. 196/2003. Please read the Privacy Policy on this Website as well as the Cookie Policy governing the eventual use of cookies by this Website.

5. **Industrial and intellectual property rights**

This Website is protected and safeguarded by current regulations governing copyright and industrial property rights in Italy.

All Website content such as - by way of example, but by no means exhaustive - texts, photographs, graphics, icons, logos, trademarks, digital downloads, databases, software, videos, datasheets, is the sole property of the Owner of the Service or of partners or third parties that have authorized the Owner of the Service to use such material.

This Website does not grant licenses or authorizations of any kind for the use of the materials posted on it, such as graphics, icons, logos, images, digital downloads, databases, software, videos, datasheets, this listing being merely illustrative, and not exhaustive.

The contents of this Website may not, therefore, be copied, published, transmitted, stored, duplicated, reproduced and/or forwarded or otherwise made available, except where expressly so authorised by the Website or Portal Terms and Conditions.

6. **Applicable Law and Jurisdiction**

All transactions arising from your use of this Website and its services shall be governed by the Italian Law. The General Terms of Use of this Website shall be construed in the light of and in accordance with the rules in force in the Italian legal system.

In case of any violation of the General Terms of Use by the User, the Owner of the Service shall have the right to bring proceedings before a court to protect its rights in accordance with current regulations.
The use of the services provided by the Owner of the Service through its Website is not authorized in any jurisdiction that does not recognize the validity of the provisions laid down in the current Legal notices.

7. Final provisions

The preliminary remarks are an integral part of the General Conditions of Use of this Portal. The legal notices are an integral part of the Website on which they are posted. If any individual clause contained in these legal notices is or becomes void or invalid, in whole or in part, this shall not affect the validity or enforceability of any other provision in these legal notices. All matters not expressly set out in these legal notices, reference should be made to the provisions of the Italian Civil Code and to the law in force in Italy, including regulations or any legal requirement.

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